

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF TEXAS  
TYLER DIVISION**

**ADAPTIX, INC.,**

Plaintiff,

V.

**CELLCO PARTNERSHIP d/b/a  
VERIZON WIRELESS**

Defendants.

Civil Action No. 6:15-cv-00043-RWS-JDL

## CONSOLIDATED LEAD CASE

**PLAINTIFF'S REPLY TO COUNTERCLAIMS OF DEFENDANT  
CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS**

**PARTIES**

- 7. Lacks knowledge or information sufficient to form a belief.
- 8. Admits.

**COUNTERCLAIM COUNT I**

**(Non-Infringement of U.S. Patent No. 8,934,375)**

- 9. See 1 through 8, above.
- 10. Denies.
- 11. Denies.

**COUNTERCLAIM COUNT II**

**(Invalidity of U.S. Patent No. 8,934,375)**

- 12. See 1 through 8, above.
- 13. Denies.
- 14. Denies.

**COUNTERCLAIM COUNT III**

**(Unenforceability of U.S. Patent No. 8,934,375)**

- 15. See 1 through 8, above.
- 16. Admits in the late 1990s AWS developed a fixed wireless system that included base stations and remote units, but otherwise denies.
- 17. Lacks knowledge or information sufficient to form a belief.
- 18. Admits U.S. Patent Nos. 6,801,775 and 6,801,513, assigned to AWS, listed Hong as an inventor, but otherwise lacks knowledge or information sufficient to form a belief.
- 19. Denies.

- 20. Lacks knowledge or information sufficient to form a belief.
- 21. Admits Hite started working at Broadstorm in October 2000, but otherwise denies.
- 22. Lacks knowledge or information sufficient to form a belief.
- 23. Admits Meiyappan began working at Broadstorm on October 9, 2000, but otherwise denies.
- 24. Denies.
- 25. Admits Broadstorm had no confidentiality agreement with AWS, but otherwise denies.
- 26. Denies.
- 27. Admits.
- 28. Denies.

#### **COUNTERCLAIM COUNT IV**

##### **(Unenforceability of U.S. Patent No. 8,934,375)**

- 29. See 1 through 8, above.
- 30. Admits.
- 31. Admits he signed a September 16, 1998 agreement that included the cited clause, but without emphasis.
- 32. Admits the policy of the University of Washington included the cited provisions, but without emphasis.
- 33. Admits at the time Dr. Liu participated in the conception of the '375 patent claims, he was employed by both the University of Washington and Broadstorm, but otherwise denies.

- 34. Denies.
- 35. Denies.
- 36. Denies.
- 37. Denies.
- 38. Denies.
- 39. Admits.
- 40. Denies.

ADAPTIX respectfully requests that this Court:

- a. Enter judgment in favor of ADAPTIX;
- b. Deny all relief requested in Defendant's Counterclaims;
- c. Grant the relief requested by ADAPTIX in its complaint, and
- d. Grant ADAPTIX such further relief as this Court finds appropriate.

**JURY DEMAND**

ADAPTIX demands trial by jury on all issues in Defendant's Counterclaims.

Date: December 28, 2015

**ADAPTIX, INC.**

By: /s/ James J. Foster

Paul J. Hayes

Kevin Gannon

James J. Foster

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**ATTORNEYS FOR PLAINTIFF**

**ADAPTIX, INC.**

**CERTIFICATE OF SERVICE**

I certify that counsel of record deemed to have consented to electronic service are being served on December 28, 2015, with a copy of this document via the Court's CM/ECF system per Local Rule CV-5(a)(3). Any other counsel of record will be served by electronic mail, facsimile transmission first class mail on this same date.

/s/ James J. Foster

James J. Foster